

In re:

Bailey, Robert & Brenda

Debtor(s)

**SIGNATURE DECLARATION**

Case no. BKY

☐ PETITION, SCHEDULES & STATEMENTS  
☐ CHAPTER 13 PLAN  
☐ SCHEDULES AND STATEMENTS ACCOMPANYING VERIFIED CONVERSION  
☒ MODIFIED CHAPTER 13 PLAN  
☒ MOTION TO CONFIRM MODIFIED CHAPTER 13 PLAN  
☐ OTHER (Please describe: \_\_\_\_\_)

I [WE], the undersigned debtor(s) or authorized representative of the debtor, make the following declarations under penalty of perjury:

- \* The information I have given my attorney and provided in the electronically filed petition, statements, schedules, amendments, and/or chapter 13 plan, as indicated above, is true and correct;
- \* The information provided in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case is true and correct;
- \* [individual debtors only] If no Social Security Number is included in the "Debtor Information Pages" submitted as a part of the electronic commencement of the above-referenced case, it is because I do not have a Social Security Number;
- \* I consent to my attorney electronically filing with the United States Bankruptcy Court my petition, statements and schedules, amendments and/or chapter 13 plan, as indicated above, together with a scanned image of this Signature Declaration and the completed "Debtor Information Pages," if applicable; and
- \* [corporate and partnership debtors only] I have been authorized to file this petition on behalf of the debtor.

Date: 9/26/2013

X Robert E. Bailey X Brenda Bailey  
Signature of Debtor or Authorized Representative      Signature of Joint Debtor

Printed Name of Debtor or Authorized Representative

Printed Name of Joint Debtor

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

In re:  
Bailey, Robert & Brenda

PreConfirmation Modified  
Chapter 13 Plan  
Dated September 26, 2013

DEBTOR(S)  
In a joint case, debtor  
means debtors in this plan

Case No. 13-43900

1. DEBTOR'S PAYMENTS TO TRUSTEE-

- a. As of the date of the plan, the debtor has paid the Trustee \$\_\_\_\_\_.
- b. After the date of this plan, the debtor will pay the trustee \$ 350/475 per month for 1/59 months, beginning within 30 days after the order for relief for a total of \$ 28375.  
Minimum plan length is 60 months from the date of the initial plan payment unless all allowed claims are paid in less time.
- c. The debtor will also pay the trustee\_\_\_\_\_.
- d. The debtor will pay the trustee a total of \$ 28375.

2. PAYMENTS BY TRUSTEE - The trustee will pay from available funds only creditors for which proofs of claim have been filed. The trustee may collect a fee of up to 10% of plan payments, or \$ 2837.50.

3. ADEQUATE PROTECTION PAYMENTS - The trustee will promptly pay from available funds adequate protection payments to creditors holding allowed claims secured by personal property according to the following schedule, beginning in month one (1).

	<i>Creditor</i>	<i>Monthly payment</i>	<i>Number of months</i>	<i>Total Payments</i>
a.		0.00	0	0.00
b.		0.00	0	0.00
				<b>TOTAL \$</b>

4. EXECUTORY CONTRACTS & UNEXPIRED LEASES [§365]-The debtor assumes the following executory contracts or unexpired leases. Cure provisions, if any, are set forth in ¶ 7.

	<i>Creditor</i>	<i>Description of Claim</i>
a.		
b.		

5. CLAIMS NOT IN DEFAULT - Payments on the following claims are current, & the debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens, if any.

	<i>Creditor</i>	<i>Description of Claim</i>
a.		
b.		
c.		
d.		

6. HOME MORTGAGES IN DEFAULT [§1322(b)(5) & §1322(e)] - The trustee will cure defaults on the following claims secured only by a security interest in real property that is the debtor's principal residence. The debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain their liens.

All following entries are estimates.

The trustee will pay the actual amounts of default.

	CREDITOR	AMOUNT OF DEFAULT	MONTHLY PAYMENT	BEGINNING IN MONTH #	NUMBER OF PAYMENTS	TOTAL PAYMENTS
a.	Wells Fargo Bank	\$ 2905.00	\$ 427.50	2	7	\$ 2905.00
b.		\$	\$			\$
c.		\$	\$			\$
	<b>TOTAL</b>					<b>\$ 2905.00</b>

7. CLAIMS IN DEFAULT [§1322(B)(3) & 5 & §1322(E)] - The trustee will cure defaults on the following claims as set forth below. The debtor will pay the payments that come due after the date the petition was filed directly to the creditors. The creditors will retain liens, if any. All following entries are estimates except for interest rate.

	<i>Creditor</i>	<i>Amount of Default</i>	<i>Int Rate (if applicable)</i>	<i>Monthly Payment</i>	<i>Beginning in Month #</i>	<i>Number of Payments</i>	<i>Total Payments</i>
a.		\$		\$			\$
b.		\$		\$			\$
c.		\$		\$			\$
	<b>TOTAL</b>						<b>\$</b>

8. OTHER SECURED CLAIMS; SECURED CLAIM AMOUNT IN PLAN CONTROLS [s.1325(a)(5)] - The trustee will pay the following allowed secured claims the amount set forth in the "Total Payments" column, below. Creditors will retain liens securing the allowed secured claims until the earlier of the payment of the underlying debt determined under nonbankruptcy law, or the date of the debtor's discharge. NOTWITHSTANDING A CREDITOR'S PROOF OF CLAIM FILED BEFORE OR AFTER CONFIRMATION, THE AMOUNT LISTED IN THIS PARAGRAPH AS A CREDITOR'S SECURED CLAIM BINDS THE CREDITOR PURSUANT TO 11 U.S.C. S. 1327, AND CONFIRMATION OF THE PLAN IS A DETERMINATION OF THE CREDITOR'S ALLOWED SECURED CLAIM.

Creditor	Claim Amount	Secured Claim	% Int Rate	Begin Month #	(Monthly Payment) X (No. pmts)	= Payments on account of claim	(Adequate protection from P. 3)	TOTAL
a.								
b.								
c.								
d.								
e.								
f.								
g. TOTAL								

9. PRIORITY CLAIMS - The trustee shall pay in full all claims entitled to priority under sec. 507, including the following. The amounts listed are estimates only. The trustee will pay the amounts actually allowed.

Creditor	Estimated Claim	Monthly Payment	Beginning in Month #	Number of Payments	TOTAL PAYMENTS
a. Attorney Fees	\$	\$			\$
b. Domestic Support	\$	\$			\$
c. Internal Revenue Service	\$	1.00	\$ pro rata		\$ 1.00
d. Minn. Dept. of Revenue	\$	1.00	\$ pro rata		\$ 1.00
e. Postpetition IRS	\$	1.00	\$ pro rata		\$ 1.00
f. TOTAL					\$ 3.00

10. SEPARATE CLASS OF UNSECURED CREDITORS-In addition to the class of unsecured creditors specified in paragraph 11, there shall be a separate class of nonpriority unsecured creditors described as follows:

The trustee will pay the allowed claims of the following creditors. All entries below are estimates.

Creditor	Claim Amount	Secured Claim	% Int Rate	Begin Month #
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a.  
b.

11. TIMELY FILED UNSECURED CREDITORS-The trustee will pay holders of nonpriority unsecured claims for which proofs of claim were timely filed the balance of all payments received by the trustee and not paid under paragraphs 2, 3, 5, 6, 7 and 8 their pro rata share of approximately \$ 22,629.50 [line1(d) minus lines 2, 3(c), 5(d) and 8(b)].

- The debtor estimates that the total unsecured claims held by creditors listed in paragraph 8 are
- The debtor estimates that the total unsecured claims (excluding those in paragraphs 8 & 10 are \$ 101,745
- Total estimated unsecured claims are \$ 101,745 [line 9(a) plus line 9(b)].

12. TARDILY-FILED UNSECURED CREDITORS-All money paid by the debtor to the trustee under paragraph 1, but not distributed by the trustee under paragraphs 2, 3, 4, 6, 7, 8, 9, 10, or 11 shall be paid to holders of nonpriority unsecured claims for which proofs of claim were tardily filed.

13. OTHER PROVISIONS - To the extent that Child Support is an unsecured claim for AFDC reimbursement, it shall be designated a separate class and paid in full. Please note: Child Support collections is authorized to continue automatic wage withholding for ongoing, post-petition child support. Child Support Collections may obtain, modify & enforce the debtor's current ongoing child support obligation, including medical support & child care, including wage withholding.

-If a foreclosure occurs on debtor's real estate during the term of the Chapter 13 Plan, the debtor(s) shall cease making mortgage payments pursuant to Paragraph 5 and/or 6 of the Plan, and any remaining deficiencies on all mortgages secured by the property foreclosed shall be treated and discharged as general unsecured claims under the Plan.

-Claims filed as secured but for which the plan makes no express provision shall be paid as unsecured as set forth in Paragraph 11

-Debtor(s) shall be entitled to the first \$1200 for an individual and \$2,000 for a couple of each year's tax refunds. The balance shall be paid to the trustee as an additional plan payment.

Any earned income credit shall be retained by the debtor(s). Pursuant to 11 USC § 1305(a)(1), claims for December 31, 2013 postpetition federal income taxes are to be included in the plan.

-If the plan provides for payment of an obligation by a 3rd party or co-debtor, and a default occurs, any resulting claim shall be treated and discharged as a general unsecured claim.

-Secured creditors are authorized to and shall continue to send the debtor(s) billing statements unless the Plan provides for the surrender of their collateral.

The trustee may distribute additional sums not expressly provided at the trustee's discretion.

This plan does not release creditors from their ongoing duty to correct and update information with consumer reporting agencies as required by Section 623 of the Fair Credit Reporting Act. Secured creditors shall continue to report all payments received on account of secured claims to consumer reporting agencies.

- Any accounts receivable received for Drum Major Building, Inc will be paid in as additional plan payments. Debtors do not believe the A/R is collectible.
- Debtor's shall surrender the 2009 Ford F-150 to Ford Motor Credit, the secured lien holder thereon, upon confirmation of the plan. Any deficiency claim thereon shall be paid as a general unsecured claim.
- Debtors shall surrender the rental property located at 2315 Portland Ave. S, Minneapolis, MN. to Wells Fargo Home Mortgage and Commerce Bank, the secured lien holder thereon, upon completion of the foreclosure process. Any deficiency claim thereon and/or any claim filed with the rental property as collateral, shall be paid as a general, unsecured claim.
- Debtors shall surrender the rental property located at 1103 Newton Ave. N, Minneapolis, MN. to Select Portfolio Services, the secured lien holder thereon, upon completion of the foreclosure process. Any deficiency claim thereon and/or any claim filed with the rental property as collateral, shall be paid as a general, unsecured claim.
- Rental income received, net operating and maintenance costs, shall be paid in to the plan as additional payments. Properties are being surrendered. Debtors will notify trustee, through counsel, when the tenants vacate or rental income ceases.
- Debtors shall surrender the timeshare to The Villas at Summer By Condominium, the secured lien holder thereon, upon completion of the foreclosure process. Any deficiency claim thereon and/or any claim filed with the timeshare as collateral, shall be paid as a general, unsecured claim.
- Debtor shall surrender any interest in the 2007 Ford Focus as daughter makes the monthly payments on the loan.

#### 14. SUMMARY OF PAYMENTS - ESTIMATED

Trustee's fee [Line2]	\$ 2,837.50
Home Mortgage Defaults [Line 6(d)]	\$ 2,905.00
Claims in Default [Line 7(d)]	
Other Secured Claims [Line 8(g)]	
Priority Claims [Line 9(f)]	\$ 3.00
Separate Class [Line 10(c)]	
Unsecured Creditors [Line 11]	\$ 22,629.50
TOTAL [Must equal Line 1(d)]	\$ 28,375.00

Walker & Walker Law Offices, PLLC.  
Curtis K. Walker, #0113906  
Mary C. Hoben, #0335411  
Andrew C. Walker #0392525  
Michael A. Stephani, #0390262  
4356 Nicollet Avenue South  
Minneapolis, MN 55409  
(612) 824-4357

Signed /E/ \_\_\_\_\_  
Debtor

Signed /E/ \_\_\_\_\_  
Joint Debtor

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

IN RE: Bailey, Robert & Brenda

Case No. BKY: 13-43900

Chapter 13 Case

Debtor(s),

NOTICE OF CONFIRMATION HEARING  
AND NOTICE OF MODIFIED PLAN

To: The Chapter 13 Trustee, The U.S. Trustee, and the other entities specified in Local Rule 1007-2(a):

1. The debtor(s) have filed a preconfirmation modified plan and it will be considered at the Confirmation Hearing in this case set forth below.
2. The court will hold a hearing on this motion at 10:30 a.m. on October 17, 2013, in US Courthouse Courtroom 8 West, 300 S 4th St., Minneapolis, MN 55415, before the honorable Kathleen H. Sanberg, Bankruptcy Judge.

Dated: September 26, 2013

/e/ Curtis K. Walker  
Curtis K. Walker #113906  
Mary C. Hoben #335411  
Andrew C. Walker #392525  
Michael A. Stephani #390262  
Attorney for Debtor(s)  
4356 Nicollet Ave  
Minneapolis, MN 55409  
(612) 824-4357

UNITED STATES BANKRUPTCY COURT  
DISTRICT OF MINNESOTA

IN RE: Bailey, Robert

Case No. BKY: 13-43900

Chapter 13 Case

Debtor(s),

UNSWORN CERTIFICATE OF SERVICE

I, Tracy Madson, Declare under penalty of perjury that on September 26, 2013, I mailed copies of the foregoing Modified Plan, Notice of Modified, plan, and Notice of Confirmation Hearing by first class mail, postage prepaid, to each entity named below at the address stated below for each entity.

United States Trustee  
1015 U.S. Courthouse  
300 South 4th Street  
Minneapolis, MN 55415

Jasmine Keller  
Chapter 13 Trustee  
310 Plymouth Building  
12 South Sixth Street  
Minneapolis, MN 55402

All creditors on the attached list

Executed on: September 26, 2013

/e/ Tracy Madson

Debtor(s): **Robert Earl Bailey**  
**Brenda Joyce Bailey**

Case No: **13-43900**  
Chapter: **13**

**DISTRICT OF MINNESOTA**  
**MINNEAPOLIS DIVISION**

Affiliated Credit Services PO Box 7739 Rochester, MN 55903	Discover Card PO Box 30943 Salt Lake City UT 84130	Menards Retail Services PO Box 5893 Carol Stream IL 60197
American Security Insurance	Drum Major Building Inc	Midland/Funding Credit Manageme: Attn Bankruptcy 8875 Aero Dr Ste 200 San Diego CA 92123
April Bafknecht 2627 Knox Ave N Minneapolis MN 55411	Dunn & Bradstreet 103 JFK Pkwy Short Hills NJ 07078	Millennium Credit Consultants PO Box 18160 West St Paul MN 55118
Bank of America PO Box 982235 El Paso TX 79998 2235	Farmers Insurance 4680 Wilshire Blvd Los Angeles, CA 90010	Minnesota Department of Revenue 551 Bkcy Section PO Box 64447 St Paul MN 55164
Beatrice Davis & Associates 800 Washington Ave N Ste 310 Minneapolis MN 55401	FHA Dept of HUD 920 Second Ave So Minneapolis MN 55402	MN Workers Compensation RTW SDS 12-2433 Minneapolis MN 55486
Berkshire Direct Billing PO Box 644782 Pittsburgh PA 15264-4782	FHA Dept of Hud 451 7th Street SW Washington DC 20410	Myers Construction Management 1411 Lancaster Ave S St Louis Park MN 55426
Biehl and Biehl 325 E Fullerton Ave Carol Stream IL 60188	Ford Credit Customer Service Center PO Box 542000 Omaha NE 68154	Postal Credit Union Visa PO Box 31112 Tampa FL 33631
Catalyst Collection Solutions PO Box 110674 Lakewood Ranch FL 34211	Herberger's Po Box 15521 Wilmington DE 19850-5521	Sears Credit Cards PO Box 6283 Sioux Falls SD 57117 6283
CitiCards/Bank Correspondence PO Box 6500 Sioux Falls SD 57117	Internal Revenue Service PO Box 7346 Philadelphia PA 19114 7346	Select Portfolio Servicing Inc Attn Bankruptcy Dept PO Box 65250 Salt Lake City UT 84165
Commerce Bank PO Box 398048 Edina MN 55439	JC Penneys GE Capital Retail Ba: Attn Bankruptcy Dept PO Box 103104 Roswell GA 30076	Star Tribune 425 Portland Avenue Minneapolis MN 55488 0002

State Auto Insurance  
PO Box 182738  
Columbus OH 43218

TCF Bank  
801 Marquette Avenue  
Minneapolis MN 55402

The Villas at Summer Bay Condom  
PO Box 2953  
Orlando FL 32802-2953

Tianna Bailey

Veterans Administration  
Loan Guarantee Division  
Fort Snelling Federal Building  
St Paul MN 55111

Wells Fargo Business Direct  
PO Box 348750  
Sacramento, CA 95834

Wells Fargo Dealer Services  
Correspondence MAC T9017-026  
PO Box 168048  
Irving, TX 75016-8048

Wells Fargo Home Mortgage  
PO Box 10335  
Des Moines IA 50306